

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Amendment No. 4 to Lease
Agreement with NMV
Everett, LLC for space at
2722 Colby Avenue for
Police Evidence Room

_____	Briefing
_____	Proposed Action
_____	Consent
<u> X </u>	Action
_____	First Reading
_____	Second Reading
_____	Third Reading
_____	Public Hearing
_____	Budget Advisory

COUNCIL BILL #

Originating Dept.

Contact Person

Phone Number

FOR AGENDA OF

Real Property

Mike Palacios

425-257-8938

January 4, 2017

Initialed by:

Department Head

CAA

Council President

db
sm

Location

2722 Colby Avenue

Preceding Action

12/15/08 Initial 2-year
Lease Agreement
11/24/10 Amend. No. 1
09/19/12 Amend. No. 2
11/19/14 Amend. No. 3

Attachments

Lease Agreement

Department(s) Approval

Transit, Legal, Real
Property

Amount Budgeted	\$124,200/yr	
Expenditure Required	\$124,200/yr	Account Number(s): 009-500-0023-450
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

On December 15, 2008, the City of Everett executed a two-year lease with NMV Everett, LLC to lease approximately 11,900 square feet in the basement of the building located at 2722 Colby Avenue for the Police Evidence Room. The initial lease term ended November 30, 2012, with an option to extend for an additional two-year period.

Subsequent Amendments to the lease agreement have been approved by City Council providing for additional two-year periods with the most recent period commencing on December 1, 2014 and expiring on November 30, 2016.

This proposed Amendment No. 4 to the lease agreement extends the lease for an additional two-year period commencing on December 1, 2016 and expiring on November 30, 2018, with no increase to the existing rate. Amendment No. 4 also provides the City with three additional options to extend the lease for additional two-year periods.

RECOMMENDATION:

Authorize the Mayor to sign Amendment No. 4 to the Lease Agreement with NMV Everett, LLC for space at 2722 Colby Avenue for the Police Evidence Room in the annual amount of \$124,200.

LEASE AMENDMENT NO. 4

This Amendment No. 4 (“**Amendment**”) for reference purposes is dated November 22, 2016, by and between NMV EVERETT, LLC hereinafter called (“**Landlord**”) and the **City of Everett**, a Washington State municipal corporation, hereinafter called (“**Tenant**”). This Amendment No. 4 concerns the lease between Landlord and Tenant dated December 15, 2008, as amended by Lease Amendment No. 1 dated December 2, 2010, and Lease Amendment No. 2 dated September 24, 2012, and Lease Amendment No. 3 dated November 26, 2014, (as so amended, the “**Lease**”). The parties desire to renew the Lease and revise the option provisions of the Lease.

Accordingly, the parties agree as follows:

1. Extension. The Lease is extended so that it expires on November 30, 2018.
2. Lease Term. The portion of Lease Section 1(b) that reads:

“Lease Term: Two (2) years, with the option to extend for three (3) additional two (2) year periods.”

Is replaced with:

“Lease Term: Two (2) years, with the option to extend for seven (7) additional two (2) year periods.” For clarity, this means that at maximum the Lease could be extended until November 30, 2024.
3. Lease Term; Rent. The portion of Lease Section 3(c) that reads:

“TENANT shall have the option to extend the term of the Lease for a maximum of three (3) additional two (2) year periods (“Extended Term”)”.

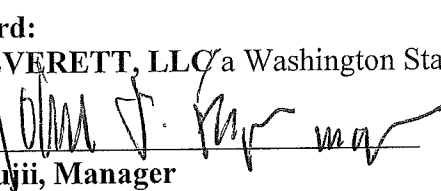
Is replaced with:

“TENANT shall have the option to extend the term of the Lease for a maximum of seven (7) additional two (2) year periods (“Extended Term”)”.
4. Rent. As referenced under Lease Section 1(c) and Section 3 (c), Rent for the initial extended term, expiring November 30, 2018, shall remain at the current rate of \$10,350.00 per month.
5. Full Force and Effect. The parties agree that the Lease remains in full force and effect without interruption, except as expressly modified by this Amendment. As of the date of this Amendment, the parties know of no facts or circumstances that would constitute a default under the Lease.

6. Effective Date: The Effective Date of this Amendment is December 1, 2016, regardless of the date of signatures on this Amendment.
7. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents.

Landlord:

NMV EVERETT, LLC a Washington State Limited Liability Corporation



John Fujii, Manager

Date: 12-01-2016

Tenant:

CITY OF EVERETT

Ray Stephanson, Mayor

Dated: _____

ATTEST:

Sharon Fuller, City Clerk

Dated: _____

APPROVED AS TO FORM:

James D. Iles, City Attorney

Dated: _____

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

On this JAN 1ST ~~5th~~ day of DECEMBER 2016, before me the undersigned, personally appeared **John Fujii**, to me known to be the Manager of NMV EVERETT, LLC a Washington State Limited Liability Corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year above written.



Notary: *Terrie L. Roeben*
Print Name: TERRIE L. ROEBEN
Notary Public in and for the State of
Washington, residing at SNO. CO.
My commission expires 11/13/19

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

On this _____ day of _____ 2016, before me the undersigned, personally appeared **Ray Stephanson**, to me known to be the MAYOR of the CITY OF EVERETT, a municipal corporation of Washington State, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year above written.

Notary: _____
Print Name: _____
Notary Public in and for the State of
Washington, residing at _____
My commission expires _____